

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into by and between the United States of America acting through the United States Attorney's Office for the Eastern District of Michigan and the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively "United States"); the State of Michigan acting through the Michigan Attorney General's Office and on behalf of the Michigan Department of Community Health (collectively the "State"); Ciena Healthcare Management, Inc (Ciena), Mohammad Qazi (Qazi), Anis Khan (Khan), Denise Mahnke-Pugh (Mahnke-Pugh); St. James Nursing & Physical Rehabilitation Center, Inc. d/b/a St. James Nursing Center (St. James), Americare Acquisition Corporation d/b/a Americare Convalescent Center of Detroit (Americare), Arista Management, Inc. d/b/a Qualicare Nursing Home (Qualicare), and International Health Care Properties XXI, Limited Partnership d/b/a Northfield Place (Northfield) (collectively the "Defendants"); and Denise Hubbard (hereafter referred to as "the Parties"), through their authorized representatives.

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

- A. Ciena, located in Southfield, Michigan, is a healthcare management corporation that is engaged in the management of thirty long-term care/skilled nursing facilities that provide health care services to Medicare and Medicaid beneficiaries in Michigan
- B. Mohammad Qazi is the owner of Ciena.
- C. Anis Khan is Ciena's chief financial officer.
- D. Denise Mahnke-Pugh is Ciena's chief operating officer

E. Denise Hubbard (Relator) is a resident of Michigan. Relator worked, from January 8, 2001 through March 15, 2001, as acting Director of Nursing for the St. James Nursing Facility. On August 19, 2003, Relator filed a *qui tam* action in the United States District Court for the Eastern District of Michigan captioned *U.S. ex rel. Denise Hubbard v. Ciena Healthcare Management, Inc., et al.*, No. 03-60175 (E.D. Mich.) (hereinafter “the Civil Action”).

F. The United States and the State contend that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh, and to the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v; Michigan Social Welfare Act, MCL 400.1-400.121.

G. The United States contends that it has certain civil and administrative claims, as specified in Paragraphs 2 and 4, below, against Defendants for engaging in the following conduct during the period from January 1, 2000 through December 31, 2006: the submission of claims to the Medicare program and Michigan Medical Assistance Program for nursing and other health care services and treatment provided at the following four of Ciena’s facilities, St. James, Americare, Qualicare, and Northfield, that failed to meet the needs of the residents in one or more of the following areas: (1) resident nutrition and hydration, (2) assessments and evaluations of residents’ needs, (3) care planning and nursing interventions, (4) medication management, (5) fall prevention and management, and (6) pressure ulcer care, including the prevention and treatment of wounds (hereinafter the “Covered Conduct”).

H. The State contends that it has certain civil claims, as specified in Paragraph 3, below, against Defendants for engaging in the Covered Conduct.

I. This agreement is neither an admission of liability by Defendants nor a

concession by the United States or the State that their claims are not well founded

J. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the claims in the Civil Action, the Parties reach a full and final settlement, pursuant to the Terms and Conditions below.

III TERMS AND CONDITIONS

1 Defendants agree to pay to the United States \$1,250,000 (the "Settlement Amount") The United States agrees to pay 43.37% of the Settlement Amount (\$542,111.61) to the State. The United States agrees to pay \$120,341.02 to Relator. The State agrees to pay \$54,211.16 to Relator. The foregoing payments shall be made as follows:

a. Defendants agree to pay the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States. Defendants agree to make this electronic funds transfer within three (3) business days after the Effective Date of this Agreement. Defendants further agree to pay interest accruing at a simple rate of 5.0% from July 11, 2007, within ten (10) days after the Effective Date of this Agreement.

b. Contingent upon the United States receiving the Settlement Amount from Defendants and as soon as feasible after receipt, the United States agrees to pay 43.37% of the Settlement Amount (or \$542,111.61) directly to the State.

c. Contingent upon the United States receiving the Settlement Amount from Defendants and as soon as feasible after receipt, the United States agrees to pay \$120,341.02 to Relator by electronic funds transfer, as Relator's share of the United States' share of the Settlement Amount, pursuant to 31 U.S.C. § 3730(d); accordingly, this Relator's share constitutes 17% percent of the United States' share of the Settlement Amount. Payment to

Relator under this Agreement shall be made by electronic funds transfer in accordance with the written instructions of Relator's Counsel, Robin Page West

d. Contingent upon the State receiving 43.37% of the Settlement Amount (\$542,111.61) from the United States and as soon as feasible after receipt, the State agrees to pay \$54,211.16 to Relator by electronic funds transfer, as Relator's share of the State's share of the Settlement Amount, pursuant to MCL 400.10a(10); accordingly, this Relator's share constitutes 10% percent of the State's share of the Settlement Amount. Payment to Relator under this Agreement shall be made by electronic funds transfer in accordance with the written instructions of Relator's Counsel, Robin Page West

e. The Parties agree that the United States is in no way responsible to pay Relator any portion of the \$54,211.16 provided from the State under this Paragraph. The Parties also agree that the State is in no way responsible to pay Relator any portion of the \$120,341.02 provided from the United States under this Paragraph

f. In accordance with 31 U.S.C. § 3730(d)(1), at the same time that Defendants pay the Settlement Amount to the United States, Defendants shall convey to Relator's counsel, Robin Page West, pursuant to Relator's counsel's written instructions, reasonable attorneys' fees, costs, and expenses incurred in connection with the Civil Action in the amount of \$45,474.02. This payment of the statutory attorneys' fees, costs, and expenses is in addition to, and not included within, the Settlement Amount payment that Defendants are making to the United States and the State pursuant to this Agreement.

2. Subject to the exceptions in Paragraph 5, below, in consideration of the obligations of Defendants set forth in this Agreement, conditioned upon Defendants' full

payment of the Settlement Amount, and subject to Paragraph 19, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment under this Agreement), the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Defendants from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud

3 Subject to the exceptions in Paragraph 5, below, in consideration of the obligations of Defendants set forth in this Agreement, conditioned upon Defendants' full payment of the Settlement Amount, and subject to Paragraph 19, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment under this Agreement), the State (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Defendants from any claim the State has or may have for the Covered Conduct under the Michigan False Claims Act, MCL 400 601 *et seq* ; or common law theories of payment by mistake, unjust enrichment, fraud, and conversion.

4 In consideration of the obligations of Defendants set forth in this Agreement and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and Defendants, conditioned upon Defendants' full payment of the Settlement Amount, and subject to Paragraph 19, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment under this Agreement), the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion

from the Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Defendants and all long term care facilities currently owned or controlled by Defendants, as defined in 42 U.S.C. § 1320a-3(a)(3), under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities), or 42 U.S.C. § 1320a-7(b)(6)(B) (permissive exclusion for failure to provide items or services that meet professionally recognized standards of healthcare) for the Covered Conduct, except as reserved in Paragraph 5, below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants and all long term care facilities currently owned or controlled by Defendants, as defined in 42 U.S.C. § 1320a-3(a)(3), from the Medicare, Medicaid, or other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 5, below

5. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Defendants and Relator) are the following claims of the United States and the State:

- a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code) or under the State of Michigan revenue codes;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs or from the State of

Michigan's Medicaid Program;

d. Any liability to the United States (or its agencies) or to the State for any conduct other than the Covered Conduct;

e. Any liability based upon such obligations as are created by this Agreement;

f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

g. Any liability of individuals, including officers and employees, other than those who are a party to this Agreement.

6. Relator and her heirs, successors, attorneys, agents, and assigns agree not to object to this Agreement and agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and MCL 400.610a(5)(b), and conditioned upon receipt of her Relator's share, as specified in Paragraph 1, above, and subject to the exceptions in Paragraph 5, above, Relator, for herself individually, and for her heirs, successors, agents, and assigns, fully and finally releases, waives, and forever discharges the United States and the State, their officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730; from any claims arising from the filing of the Civil Action; and from any other claims for a share of the Settlement Amount; and in full settlement of any claims Relator may have under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), any claims the State may have under the State of Michigan revenue code, or any claims arising under this Agreement.

7. Subject to the exceptions in Paragraph 5, above, in consideration of the obligations of Defendants in this Agreement, conditioned upon Defendants' full payment of the Settlement Amount, and subject to Paragraph 19, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, agrees to release Defendants from any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. Conditioned upon receipt of the payments described in Paragraphs 1 c., 1 d., and 1 f, Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, agrees to release Defendants, and their officers, agents, and employees, from any liability arising from the filing of the Civil Action, or under 31 U.S.C. § 3720(d) for expenses or attorneys' fees and costs.

9. Defendants waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

10. Defendants fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may

assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

11. Defendants fully and finally release the State, its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the State, its agencies, employees, servants, and agents, related to the Covered Conduct and the State's investigation and prosecution thereof.

12. Defendants fully and finally release the Relator, her heirs, successors, partners, employees, agents, attorneys, consultants, and/or assigns from any claims (including attorneys' fees, costs, and expenses) of every kind and however denominated that Defendants, or any of them asserted, could have asserted, or may assert in the future against Relator, her heirs, successors, partners, employees, agents, attorneys, consultants, and/or assigns related to the Civil Action, the Covered Conduct, or the United States' or the Relator's investigation of the Civil Action or the Covered Conduct.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any State payer, related to the Covered Conduct; and Defendants shall not resubmit to any Medicare carrier or intermediary or any State payer any previously denied claims related to the Covered Conduct, and shall not appeal any such denials of claims.

14. Defendants agree to the following:

a. Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation, 48 C F R. § 31.205-47 and in Titles XVIII and XIX of the Social

Security Act, 42 U.S.C. §§ 1395-1395hhh and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents, in connection with the following shall be "unallowable costs" on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employee Health Benefits Program ("FEHBP"):

- (1) the matters covered by this Agreement,
- (2) the United States' audits and any civil or criminal investigations of the matters covered by this Agreement,
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and any civil or criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees),
- (4) the negotiation and performance of this Agreement;
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs, expenses, and attorneys' fees;
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) Retain an independent monitor as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the OIG-HHS

However, nothing in this Paragraph 14 a (6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants. (All costs described or set forth in this Paragraph 14.a. are hereafter

"unallowable costs").

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such unallowable costs directly or indirectly to any contracts with the United States or any state Medicaid program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by Defendants, or any subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:
Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any unallowable costs (as defined in this Paragraph) included in payments previously sought from the United States, or any state Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants, or any subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from them any overpayment plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice, and/or the affected agencies. The

United States reserves its rights to disagree with any calculations submitted by Defendants on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Defendants' or any subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' books and records to determine that no unallowable costs have been claimed in accordance with the provisions of this Paragraph

15. Defendants agree to cooperate fully and truthfully with the United States' and/or the State's investigation of individuals and entities not released in this Agreement. Defendants agree to furnish to the United States and/or the State complete and unredacted copies of all documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by their counsel or other agent, and waive any rights or privileges that otherwise may apply to such production

16. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 17, below.

17. Defendants waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

18. Defendants warrant that each of them has reviewed their financial situations and that each of them is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the

Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

19. If, within 91 days of the Effective Date of this Agreement or of any payment made hereunder, Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Defendants' debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets, Defendants agree as follows:

a Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Defendants' obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Defendants were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States and the State hereunder; or (iii) the mutual promises, covenants, and obligations set forth in this

Agreement do not constitute a contemporaneous exchange for new value given to Defendants.

b. If Defendants' obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States or the State, at their sole option, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 2, 3, and 4 above. Defendants agree that (i) any such claims, actions, or proceedings brought by the United States or the State (including any proceedings to exclude Defendants from participation in Medicare, Medicaid, or other Federal health care programs) are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceeding described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the United States' or the State's claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States or the State within 90 calendar days of written notification to Defendants that the releases herein have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of this Agreement; and (iii) the United States or the State has a valid claim against Defendants in the amount of \$3,750,000, and the United States or the State may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding

c. Defendants acknowledge that their agreements in this Paragraph are

provided in exchange for valuable consideration provided in this Agreement.

20. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Defendants represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

22. Relator represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

23. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be the United States District Court for the Eastern District of Michigan, except that disputes arising under CIA shall be resolved exclusively under the dispute resolution provisions in CIA.

24. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

25. The United States shall file a Notice of Intervention and upon receipt of the payments described in Paragraph 1 above, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal as follows:

a. the Civil Action will be dismissed with prejudice as to the United States as to the Covered Conduct. All other allegations in the Civil Action will be dismissed without prejudice as to the United States;

b. the Civil Action will be dismissed with prejudice as to the Relator; and

c as to the allegations in the Civil Action that the United States is dismissing without prejudice, the State will provide the Defendants 30 days notice and an opportunity to present additional facts before a civil action related to such claims is filed, provided there is time to do so before the expiration of any applicable statute of limitations.

26 The individuals signing this Agreement on behalf of Defendants represent and warrant that they are authorized by Defendants to execute this Agreement. The individual(s) signing this Agreement on behalf of Relator represent and warrant that they are authorized by the Relator to execute this Agreement. The United States and State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

27. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

28. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

29 This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

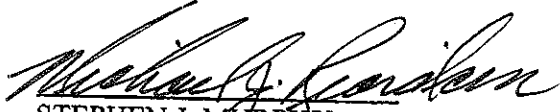
30. All Parties consent to the United States' and the State's disclosure of this Agreement, and information about this Agreement, to the public.

31 The "Effective Date" of this Agreement shall be the date of signature of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[Signatures on the following pages]


THE UNITED STATES OF AMERICA

DATED: 08/02/07

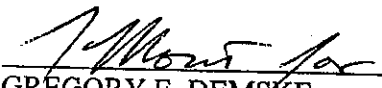

STEPHEN J. MURPHY
United States Attorney

BY: MICHAEL J. RIORDAN
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313-226-9602

DATED: 08/02/07

BY: 
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DATED: 7/24/07

BY: 
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health
and Human Services

STATE OF MICHIGAN

DATED:

July 26, 2007

BY:

Janet Olszewski
JANET OLSZEWSKI

Director of Michigan Department of Community
Health

Capitol View, Seventh Floor

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DATED:

July 30, 2007

BY:

Mark Matus
MARK MATUS

Assistant Attorney General

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Lansing, Michigan 48909

517 /241-6552

CIENA HEALTHCARE MANAGEMENT

DATED: 7/26/07

BY: 

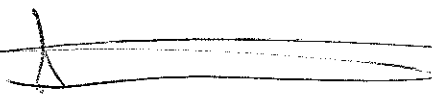
MOHAMMAD QAZI
for Ciena Healthcare Management
St. James Nursing Center
Americare Acquisition Corporation, d/b/a
Americare Convalescent Center of Detroit
Arista Management, d/b/a Qualicare Nursing Home
International Healthcare Properties XXI, Limited
Partnership, d/b/a Northfield Place

DATED: 7/26/07

BY: 

MOHAMMAD QAZI

DATED: 7/26/07

BY: 

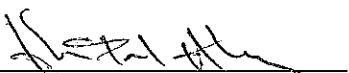
ANIS KHAN

DATED: 7/27/07

BY: 

DENISE MAHNKE-PUGH

DATED: 7/26/07

BY: 

JOHN PAUL HESSBURG
Counsel for Ciena Healthcare Management,
Mohammad Qazi, Anis Khan and Denise Mahnke-
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313-965-6696

THE RELATOR

DATED: July 27, 2007

BY: Denise Hubbard
DENISE HUBBARD

DATED: July 27, 2007

BY: Robin Page West
ROBIN PAGE WEST
Counsel for the Relator
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DATED: July 27, 2007

BY: David Haron
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